



WILLIAMSON COUNTY

Leslie Mitchell, CPPO, CPPB
1320 West Main Street, Suite 130
Franklin, Tennessee 37064
(615) 790-5868
lesliem@williamson-tn.org

May 2, 2014

To Whom It May Concern:

Williamson County is accepting proposals from qualified auctioneers to provide professional auctioneer services for the County's surplus property. Minimum specifications are enclosed. Please note any exceptions.

It is not the intent of Williamson County to favor one vendor; however, we do, from time to time, have to rely on vendors' help in writing specifications. We will accept all proposals with exceptions noted, and all proposals will be given equal consideration.

Proposals will be opened Thursday, May 22, 2014, 2:00 p.m. Proposals should be submitted in a sealed envelope to the County Mayor's Office, 1320 West Main Street, Suite 125, Franklin, TN 37064. Each envelope should be plainly marked: **RFP: Auctioneer Services, May 22, 2014, 2:00 p.m. Envelope must also include proposer's company name. IF THE SEALED PACKAGE IS NOT LABELED EXACTLY AS SPECIFIED ABOVE, THE PROPOSAL WILL NOT BE OPENED.**

Williamson County reserves the right to reject any and/or all proposals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of Williamson County. **No proposal shall be valid unless signed.** No bid shall be accepted by FAX machine.

The successful proposer will be required to comply with contract, insurance and drug-free requirements. Sample contracts are draft only and terms can change at the discretion of the County. Enclosed is an *Ethical Standards Affidavit* and *Business Tax and License Affidavit*. Please complete these documents and return them with your bid.

If you have any questions, please e-mail lesliem@williamson-tn.org. All questions must be submitted in writing by 4:30 p.m. CST on May 16, 2014. No addenda will be issued within 48 hours of the proposal opening date and time.

Sincerely,

Leslie Mitchell, CPPO, CPPB
Purchasing Agent

LM/lw

Enclosure

**Request for Proposals
Auctioneer Services
Williamson County Government**

Invitations For Proposals

Williamson County Government is accepting proposals from qualified auctioneers to provide professional auctioneer services for the County's surplus property.

The maximum number of terms that can result from this RFP is five. The first term will commence on the date the contract is fully executed and will end on June 30, 2015. The contract may be extended a maximum of four additional terms in one year increments, for a total possible Contract life of five years. It will be the sole option of Williamson County to tender an offer to renew a Contract for an additional one year term. Subsequent term periods would run from July 1 through June 30, but in no event will the contract extend beyond June 30, 2019.

Proposal responses must adhere to the requirements set forth in this Request for Proposal, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Proposals are due no later than 2:00 p.m. May 22, 2014. Please submit in a sealed envelope three copies of the proposals to:

Williamson County Mayor
1320 West Main Street, Suite 125
Franklin, TN 37064

It is intended and agreed by the chosen vendor that other public agencies (i.e., city, school district, public agency and other political subdivisions of the State of Tennessee) shall have the option to participate in any agreement created as a result of this Request for Proposal with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in connection with any services provided by the vendor to another public agency. The public agency shall accept sole responsibility for requesting services and making payment to the vendor and County shall have no liability under this separate arrangement. Auction expenses shall be pro-rated among the public agencies participating in the auction. No private entities are allowed to participate in any auction provided under this agreement.

Only those clarifications or interpretations of the documents that have been issued by written addenda by Williamson County will be official. Neither the County nor the Purchasing Agent shall be held responsible for oral interpretations. Should any apparent discrepancies, omissions, or doubts as to meaning be found in the document, the Proposer shall at once notify the person listed herein below for administrative questions or clarification concerning any aspect of these bid documents

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed

by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. After the proposal opening date, modification(s) offered in any manner, oral or written, will not be considered. Proposals received beyond the deadline specified herein will not be considered. Williamson County shall not assume responsibility for any delay in U.S., County, or any other mail services resulting in a submittal being received beyond the deadline to receive the bids by Williamson County.

Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Proposer's notice to proceed with services.

Proposals shall remain valid for 60 days from the date the bids are opened by the County. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned.

Questions regarding this RFP must be submitted via email to Leslie Mitchell, lesliem@williamson-tn.org and must be received no later than 4:30 PM – **on Friday, May 16, 2014**. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be emailed to potential proposers on or about Monday, May 19, 2014.

1. BACKGROUND

Williamson County desires to enter into indefinite quantity, non-exclusive term contract, with multi-year extension provisions, with a service provider to provide auction services to Williamson County for the sale of surplus County personal property as the Williamson County Board of Commissioners and/or the Purchasing Agent may determine shall be sold. The property may include, but will not be limited to, cars, light and heavy duty trucks, light equipment, tools, computers, and other office equipment, furniture and other miscellaneous personal property. Heavy equipment is normally not sold at public auctions that will fall under the agreement. The majority of heavy equipment is sold at public auctions designed for heavy equipment at offsite auction facilities.

Public auctions will be held up to two times a year. Williamson County Government anticipates holding the auctions at 306 Beasley Drive, Franklin, TN. The location is subject to change in the County's complete discretion. Williamson County Schools may hold their auction, generally on

the same day as the county at the Beasley Drive location. The location is subject to change at the Williamson County Schools discretion

In 2013, gross sales for the Williamson County Government portion were approximately \$56,000. Gross sales for the Williamson County Schools were approximately \$48,000.

2. SCOPE OF WORK

The successful Auctioneer will hold auctions on an as-needed basis as determined by the County and perform all required duties as described under the specifications. The Auctioneer will be required to perform all customary auction related duties including, but not limited to, pre-sale advertising to the general public, consolidation and arrangement of items in the best sale order, tagging and assigning lot numbers and conducting all aspects of the auction. The Auctioneer shall provide all supplies and labor necessary to conduct the auction including security, cashiers, clerks, auctioneers, and any other personnel required. There is physical labor involved in getting the surplus ready for the auction that will be the responsibility of the auctioneer.

Titles for vehicles will be given to the auctioneer at least one week prior to the auction date. All information that is required to be filled out by owner for transfer of title will be completed when the titles are handed over to the Auctioneer. All former emergency vehicles must have the Tennessee Department of Safety Authorization For The Purchase Of An Emergency Vehicle completed before title can be transferred. A copy of the form is included with these bid documents. The Auctioneer is responsible for handling all title work with the buyer and getting the emergency vehicle form completed by buyers.

Some vehicles are acquired by Williamson County due to a drug seizure and, therefore, a title to the vehicles will not be available. Williamson County will provide to the Auctioneer, prior to the auction, the necessary court documents that will allow the new owner to acquire a title.

The County will tag each item with the following information:

- a. Department name.
- b. Complete description of the item to include the manufacturer's name, model year, model name/number and serial number where applicable.

The Auctioneer will remit net proceeds and provide a written report to the County within ten (10) working days after the sale.

The written report must include the following information:

- a. Sale price of each item, listed by lot/item number and asset number when applicable.
- b. Identify the buyer of each item. May use a buyer registration number and provide a bidder's list.

- All auction procedures and advertisements must conform to all Tennessee State laws, local ordinances, County policies, and Purchasing Agent's directives pertaining to public auctions and the disposal of public property.
- The Auctioneer shall obtain and maintain all necessary licenses and permits to conduct the auction for the entire term of the contract.
- The Auctioneer shall conduct a public preview of the property at least one hour prior to the start of the auction.
- The Auctioneer shall state in its advertising, flyers, circulars, notices, and brochures that all sales of County property are "AS IS, WHERE IS," as well as, stating all terms of sale.
- All auctions will be open to the general public.
- Sale of property may be made only to the highest responsible bidder.
- The Auctioneer shall carry out the following duties and obligations with respect to those items of personal property that the County furnishes for auction.
 - a. Represent and conduct the auction sale for County property, subject to all terms and conditions as set forth in the contract documents, as well as directives from the Williamson County Purchasing Agent or his/her designee.
 - b. The Auctioneer will be required to furnish all appliances, services, and personnel to conduct the auction, including, but not limited to, clerks, auctioneers, work persons, pre-sale and post-sale organization, promotions and management for concessions, tables, chairs, tents, electrical, etc., necessary during the sales event.
 - c. Conduct the auction sale to the best of their ability and product of the work and services shall yield only high quality results.
 - d. Comply with all applicable Federal, State, Local laws, ordinances, and regulations. The Auctioneer shall be responsible for securing and maintaining their own auctioneer's license for the entire term of the contract for the purpose of carrying out the terms of this contract, from the appropriate City, County or State agency or department. A copy of a current license must be provided to the Purchasing Agent prior to all auction dates.
 - e. Pre-register bidders, assign bidder numbers, and issue bid number cards.
 - f. The Auctioneer shall publicize and advertise to the general public in an official newspaper of the City/County, noting time and place of the auction event and describing items to be auctioned for the purpose of creating the greatest possible interest and draw of public attendance to the auction event and, in accordance with sound business practices. The Auctioneer shall state in its advertising, flyers, circulars, notices, and brochures that all sales of County property are "AS IS, WHERE IS," as well as terms of sale. The Auctioneer shall be responsible for, and incur all costs associated with printing and distributing, all advertising, flyers, circulars, notices, brochures, etc.
 - g. For specialized items, such as school buses, the auctioneer will be responsible for notifying brokers that might be interested in bidding on the items.
 - h. The Auctioneer shall be responsible for, and incur and pay all costs associated or in any way connected with, the administration and conduct of the auction event. Williamson County shall not be responsible for any other costs

incurred in conjunction with the auction other than those as specified in the agreement.

- i. Establish the order of the sale.
- j. Maintain all records as may be required by the Williamson County Purchasing Agent or by applicable law with respect to the auction of any item.
- k. Receive and receipt cash, or certified check from all individuals purchasing pieces of property at the public auction.
- l. Execute all necessary bills of sale upon receipt of all cash, or the appropriate cash and certified checks necessary to pay off the total amount bid for any individual piece of property.
- m. Performance of all other items incidental to the auction of the County property which may be requested by the Williamson County Purchasing Agent or his/her designee.
- n. Fully inform bidders about the terms and conditions of the sale.
- o. Make a proposal to the Williamson County Purchasing Agent outlining an advertising plan.

3. KNOWLEDGE AND EXPERIENCE:

Proposers submitting proposals must respond to the following, in the order presented, on separate sheets of paper, or by inclusion of additional documents requested, which shall be included in the bid response.

Briefly describe your firm's organization, structure and philosophy.

Describe the experience of your firm and its staff as it relates to the type of service described on the specifications overview pages. Your statement should include names of primary officers and principals in local operations, and how many years you have been in the business of providing the services described herein.

A listing of all pertinent licenses currently held shall also be provided.

Identify and include qualifications of specific individuals to be assigned to the project.

Description of the roles key personnel proposed for this project will play, and specifically their experience relative to this type of project.

Provide the following information pertaining to the last three auctions conducted by your company conducted in the last year:

- Size of mailing list and geographical area covered
- Demographics of registered bidders
- Demographics of buyers
- Publications used for advertising
- Brochures
- Frequency of advertising and mailings

Describe your firm's plan of operations, which demonstrates an understanding of and the capability to assume responsibility to auction publicly owned property. The plan should detail methods of preparing merchandise for sale, advertising, conducting and accounting for a sale. Include forms or documents used to track and record the movement of property, transactions and receipt of funds.

Additional requirements for submittal:

- Name, local address and phone number of the firm proposed for this contract.
- The names and number of years the firm has been in business under current or previous names or additional assumed business names.
- The name and title of the person authorized to execute a contract on behalf of the firm.
- A statement outlining any exceptions to the County requirements or clarification to the requirements.
- Any additional services or procedures of benefit to the County not specifically required herein which the Proposer offers to provide.
- **Identify and summarize any litigation pending or judgments rendered within the past three years against the bidder for damages or specific performance.**

Auctioneer's Representations. By submitting a bid response, the awarding Auctioneer, firm, association, or corporation or any person in a controlling capacity associated with Auctioneer warrants the following:

- A. That it is fully qualified to act as an Auctioneer and has, and shall maintain, all licenses, permits or other authorizations necessary to act as an Auctioneer in Tennessee and to complete the Services and Work required to conduct an Auction;
- B. That it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being an Auctioneer by any Federal Department, State Department or Local Department;
- C. That it has not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. That it is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of other similar crimes;
- E. That it has not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default;
- F. That it has not within a 10-year period preceding this application/proposal had any public transaction that resulted in civil litigation arising from auction services provided under or related to or concerning a contract with a local governmental entity in the State of Tennessee; and
- G. That it will comply with all Federal, State, and local governmental laws, rules, and regulations relating to its responsibilities, as set forth in the Contract Documents.

4. REFERENCES:

Provide a list of clients, at least three , for whom you have provided similar services (you must include references for those auctions listed in Part 3). The service must have been for clients similar in size to the County and the work of similar nature and complexity to that described. Describe the projects to demonstrate that you have the experience necessary, their similarity to the work contemplated herein and provide a brief description of your specific involvement. For each project identified, you shall provide at least the following information, as applicable:

- Client (firm) name and location
- Client contract name, address, and telephone number
- The owner of the facility or system
- A description of the services performed
- The dollar value of the contract
- Key personnel who worked on the project and indicate if they would be working on this project and in what capacity

PART 6 – PRICING/FEE FOR SERVICES: Provide full details.

BID ITEM 1 – COMMISSIONS (commission must cover all costs involved in conducting the auction)

% of Gross Sales _____

BID ITEM 2- BUYERS PREMIUM

% Added to gross sale of each item _____

BID ITEM 3 – ADDITIONAL OPTIONAL SERVICES OFFERED AND FEES

Describe:

EVALUATION CRITERIA

The County takes great care and pride in presenting an open and fair auction while securing good prices. Evaluation of proposals will include a review of related experience and consideration of such factors as:

Auctioneer's fee as a percent of gross sales, advertising mix and budget, professional reputation, experience in working with governmental entities, product experience, staff and their experience, references, historical ability of the Auctioneer to draw a crowd, and other pertinent factors.

EVALUATION CRITERIA

Firms will be evaluated on the following criteria:

- The demonstrated experience of the proposer to perform services as requested in this proposal to the satisfaction of the County. 25 points
- The cost of the services offered. 25 points.
- References either submitted with the proposal or known to the County. 10 points
- Adequacy of advertising program offered. 20 points
- Quality of accounting procedures and records and reports provided. 20 points

Company Name _____

Physical Address _____

Remittance Address _____

Authorized Signature _____

Printed Name _____

Phone _____

Fax _____

Email Address _____

Date _____

INDEPENDENT CONTRACTOR ACKNOWLEDGMENT

If selected to be the Auctioneer, I acknowledge and agree that I will be an independent contractor retained by Williamson County solely for the purpose of performing auctions and that I will be paid a flat stipend for such services, per auction. I understand that there is no employer/employee relationship or agency relationship between the parties. I understand that I am not entitled to any employee benefits, including but not limited to retirement benefits, health insurance coverage or other insurance coverage as a result of the work performed under the contract. I understand that I am responsible for payment of any and all taxes I may incur as a result of this agreement. Williamson County shall not be responsible for deducting and paying Social Security Taxes, Unemployment Taxes, or withholding Federal Income Taxes.

This ____ day of _____, 2014.

**CONTRACT
FOR PURCHASE OF SERVICES**

THIS AGREEMENT is entered into by and between WILLIAMSON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, and _____, located at _____, for _____ services.

This Agreement incorporates the following affidavits by reference and made a part hereof:

1. **Fair Employment Affidavit**
2. **Ethical Standards Affidavit**
3. **Illegal Immigration Attestation Affidavit**

**ARTICLE I
DEFINITIONS**

A. As used in this Agreement, the following terms have the specific meaning assigned them:

1. **"Agreement"** means the entire Agreement between County and Auctioneer as contained herein and in any attachments or exhibits to this Agreement explicitly incorporated into this Agreement by the parties;
2. **"Auctioneer"** means _____ of _____;
3. **"Contract Documents"** means this Agreement and any attachments, exhibits, amendments, addendums, bonds, bid request documents and bid response;
4. **"County"** means Williamson County, Tennessee;
5. **"Fee"** means the total compensation that County shall pay to the Auctioneer for the performance of all Services required by this Agreement;
6. **"Project"** means each individual auction;
7. **"Services"** means all activities required to provide and complete the Auctions to the specifications and contractual duties contained herein; and
8. **"Work"** means all labor, services, equipment, and material necessary to complete the Project and all other requirements included in this Agreement.

B. Quotation marks and capital letters are not part of the defined terms above.

**ARTICLE II
TERM AND TERMINATION**

A. **Term.**

The Term of this Agreement shall extend from _____ to _____. This Agreement may not be extended unless agreed in writing by the parties. The option to extend shall be exercised and in the discretion of the Williamson County Purchasing Agent. To be effective, any extension must be approved by the County's Attorney and the Purchasing Agent and signed by the Williamson County Mayor. In no event shall the term of the Agreement extend beyond 5 years.

B. **Termination.**

1. **Termination - Breach.** Should Auctioneer fail to fulfill, in a timely and proper manner, its obligations under this Agreement or if it should violate any of the terms of this Agreement, the County shall provide notice to the Auctioneer to cure the breach. Auctioneer shall have 10 calendar days to cure the breach. Should Auctioneer fail to cure the breach within 10 days, then the County shall have the right to immediately terminate this Agreement. Should the Auctioneer breach any of its representations contained in this Agreement, Williamson County shall have the right to terminate this

Agreement immediately. Such termination shall not relieve Auctioneer of any liability to County for damages sustained by virtue of any breach by Auctioneer.

2. **Termination - Funding.** Should funding for the Project be discontinued, County shall have the right to terminate this Agreement immediately upon written notice to Auctioneer.

3. **Termination - Notice.** The County may terminate this Agreement at any time upon 30 calendar days written notice to Auctioneer. Termination will become effective 30 days after the date of the notice of termination, unless the County's notice provides for a different termination date beyond the 30 day notice.

4. **Termination - Bankruptcy.** County may terminate this Agreement if Auctioneer, or any successor or assignee of Auctioneer, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors or if involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Auctioneer, or if a receiver or trustee shall be appointed for all or substantially all of the property of Auctioneer, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 60 days after the institution or appointment.

ARTICLE III AUCTIONEER'S DUTIES

A. Specific Duties.

1. Auctioneer shall provide all labor, services, equipment, material, and all Services and Work needed to conduct auctions.

2. The Auctioneer shall be responsible for securing all necessary permits and approvals from relevant Federal, State and local governmental agencies required to complete the Project.

B. General Duties.

1. The Auctioneer shall perform all its Services and Work as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

2. Auctioneer shall provide all Services and Work needed to complete the Project and fulfill all requirements set forth in the Contract Documents.

3. Unless otherwise provided, the Auctioneer shall secure and pay for all permits, licenses, or inspections necessary for the proper execution and completion of the Services and Work; and shall comply with and give all notices as required by all laws, ordinances, or regulations bearing on the performance and rules of the Project. If Auctioneer performs Services knowing it to be contrary to laws, statutes, ordinances, and rules and regulations without such notice to the County, the Auctioneer shall assume responsibility for such Service and Work and shall bear the costs attributable to correction.

4. Auctioneer shall not engage the services of any subcontractor or other third party to perform any of the Auctioneer's obligations under this Agreement. If Auctioneer wishes to engage the services of a subcontractor or other third party, Auctioneer shall first ensure that the subcontractor or third party meets the qualifications and restrictions contained in the Contract Documents. If it is determined that the subcontractor or third party satisfies all of the qualifications and restrictions, then the Auctioneer shall provide the information in which the Auctioneer's determination was based and finally, obtain the written consent of County before the subcontractor or third party provides any services related to Auctioneer's obligations under this Agreement. If County's permission to hire a subcontractor or other third party is granted, Auctioneer shall be fully responsible for ensuring that all Services and Work performed by the subcontractor or third party is consistent with Auctioneer's responsibilities under this Agreement, and that subcontractor complies with all the conditions of this Agreement.

ARTICLE IV REPRESENTATIONS OF AUCTIONEER

- A. Auctioneer represents and warrants to the County that:
1. It is financially solvent and has sufficient working capital to perform the obligations under this Agreement;
 2. It is experienced and skilled in the type of Services and Work needed to fulfill its obligations as specified herein;
 3. It is fully licensed under all applicable laws and authorized to do business as a Auctioneer in the State of Tennessee, in the name of the entity identified herein as the Auctioneer;
 4. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department, State Department or Local Department;
 5. It has not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 6. It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of other similar crimes;
 7. Has not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
 8. **that it has not within a 10-year period preceding this application/proposal had any public transaction that resulted in civil litigation arising from auction services provided under or related to or concerning a contract with a local governmental entity in the State of Tennessee**
 9. It will comply with all federal, state, and local governmental laws, rules, and regulations relating to its responsibilities, as set forth in the Contract Documents.

ARTICLE V COMPENSATION

- A. Fee. Auctioneer shall be paid a total Fee of _____ minus any offsets or liquidated damages for all services and work and completion of the Project.
- B. **In order to secure this Agreement, and because time is of the essence, the Auctioneer distinctly agrees that damages arising from the non-fulfillment of this Agreement regarding the failure to meet the specified scheduled dates would be substantial and difficult to measure and shall be deducted from the Fee, as liquidated damages and not in the nature of a penalty, and shall be equal to \$_____ per calendar day the Auctioneer fails to complete services by the completion deadlines.**
- C. Williamson County shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Auctioneer due to:
1. The quality of a portion, or all, of the Auctioneer's work not being in accordance with the requirements of the Contract Documents;

2. The Auctioneer's rate of progress being such that, in Williamson County's opinion, completion of any Services and Work may be inexcusably delayed;
3. Loss caused by the Auctioneer or a subcontractor or agent of the Auctioneer; and,
4. The Auctioneer's failure or refusal to perform any of its material obligations to Williamson County.

D. All payments by County shall be made within 30 days of receipt of a detailed invoice from Auctioneer.

ARTICLE VI WARRANTY

A. Auctioneer warrants that all Services and Work provided under this Agreement, by the Auctioneer, its employees, subcontractors, or any other third party shall be consistent with that level of care and skill ordinarily exercised by other similar auctioneers or entities providing similar Services or Work. The Auctioneer warrants that all labor furnished by it or any other subcontractor, employees, or third parties under this Agreement shall be competent to perform the tasks undertaken, that the product of such labor shall yield only high quality results and that all work strictly complies with the requirements of this Agreement. Any work not strictly complying with the requirements of this Agreement shall constitute a breach of the Auctioneer's warranty and this Agreement.

B. Williamson County may, at its option, request that Auctioneer conduct Services or Work to correct the deficiencies causing the defect in the Work, by written notice to Auctioneer. If the County decides to have the Auctioneer remedy the deficiencies, the County shall initiate the Services no later than 5 days from notice to remedy. Exercise of any option shall not relieve Auctioneer of any liability to Williamson County for damages sustained by virtue of Auctioneer's breach of the warranty.

C. These warranties are in addition to all other warranties provided by contract or statutory law and shall survive the termination or expiration of this Agreement.

ARTICLE VII ETHICAL STANDARDS

A. It shall be a breach of ethical standards for any person to offer, give or agree to give any Williamson County employee or former Williamson County employee, or for any Williamson County employee or former Williamson County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

B. It shall also be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. It shall also be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or to secure a contract with Williamson County upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

D. The Auctioneer affirms that it has not retained anyone in violation of this Article. A breach of ethical standards is a material breach of this Agreement and could result in civil or criminal sanctions and/or debarment or suspension from being an auctioneer, contractor, or subcontractor under contracts with Williamson County.

ARTICLE VIII INDEMNIFICATION AND HOLD HARMLESS

A. Auctioneer shall indemnify and hold harmless Williamson County, its officers, agents and employees from:

1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Auctioneer, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement;

2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Auctioneer, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws; and

3. Any claims, damages, penalties, costs and attorney fees arising from any action brought against Williamson County by any of Auctioneer's officers, employees and/or agents arising out of any injury incurred by such officer, employee and/or agent in the course of the performance of this Agreement, regardless of the cause of such injury.

B. Williamson County will not indemnify, defend or hold harmless in any fashion the Auctioneer from any claims arising from any failure, regardless of any language in any attachment or other document that the Auctioneer may provide.

C. Auctioneer shall pay Williamson County any expenses incurred as a result of Auctioneer's failure to fulfill any obligation in a professional and timely manner under this Agreement.

ARTICLE IX INSURANCE REQUIREMENTS

Without limiting its liability under this Agreement, the Auctioneer will procure and maintain at his/her expense during the life of the Agreement any/all applicable insurance types and in the minimum amounts stated as follows:

1. General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
 - a) Per Occurrence limit of not less than \$ 1,000,000
 - b) General Aggregate will not be less than \$ 2,000,000
 - c) Medical Expense Limit will not be less than \$ 5,000 on any one person.
 - d) Completed Operations, including on-going operations in favor of the Additional Insured
 - e) Contractual Liability
 - f) Personal Injury
2. Business Auto Liability (including owned, non-owned and hired vehicles)
 - a) Combined Single Limit \$ 1,000,000 or
 - b) Split Limit:
 - Bodily Injury: \$ 1,000,000 Each Person, \$ 1,000,000 Each Accident
 - Property Damage: \$ 1,000,000 Each Accident
3. Umbrella Excess Liability
 - a) \$ 1,000,000 over primary insurance
4. Workers Compensation
 - a) State: Statutory
 - b) Employer's Liability:
 - \$ 1,000,000 per Accident
 - \$ 1,000,000 Disease, Policy Limit
 - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County Government as an Additional Insured with respect to the Agreement only. Said insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. Before commencing any work hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government Risk Management.

Any subcontractor of the Auctioneer will be required to procure and maintain during the life of the subcontract, the identical insurance required of the Auctioneer and comply with all provisions of this Article.

ARTICLE XI CHANGE ORDERS

Changes to the Services or Work, may be modified by the parties by providing written notification to the other party. The Auctioneer agrees to work with Williamson County to amend the Auctioneer Services per Project. To be authorized and implemented, all Change Orders shall be signed by the Williamson County Mayor.

ARTICLE XII GENERAL PROVISIONS

A. Resolution by Court of Law; Non-binding Mediation. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of law. The parties can agree to non-binding mediation prior to litigation.

B. Arbitration. Governmental entities in Tennessee are not permitted to agree to arbitrate disagreements without being granted that authority specifically by the state legislature. Any arbitration clause included in this Agreement or any other documentation related to this Agreement is void.

C. Choice of Law. The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Auctioneer may provide.

D. Venue. Any action between the parties arising from this Agreement shall be exclusively maintained in the courts of Williamson County, Tennessee.

E. Attorney Fees. Auctioneer agrees that, in the event either Party deems it necessary to take legal action to enforce any provisions of this Agreement, and in the event County prevails, Auctioneer shall pay all expenses of such action including attorney fees and court costs at all stages of litigation.

F. Notices.

1. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

2. **Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

3. **Addresses.**

i. If to County:

Williamson County Tennessee
1320 West Main Street, Suite 125
Franklin, TN 37064

ii. If to Auctioneer:

G. Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the Parties hereto. Assignment of this Agreement, or any of the rights and obligations of Auctioneer hereunder, in whole or in part, requires the prior written consent of County. Any such assignment shall not release Auctioneer from its obligations hereunder without the express written consent of County.

F. Limitation of Legal Avenues. County does not agree to any terms which limit its rights or opportunities to legal recourse in any way in a court of competent jurisdiction, including but not limited to, modification of the statute of limitations or binding arbitration. To limit the legal rights of the County granted by constitution or statute, may require legislation by the Williamson County Board of Commissioners and the Tennessee State Legislature. Any limitation described in this paragraph included in this Agreement are of no effect and therefore, are null and void.

G. Tennessee Open Records Act. Auctioneer understands that County is subject to the Tennessee Open Records Act. This may require the County to provide requested documents to members of the public or press including, but not limited to, a copy of this contract. Compliance by County with the Open Records Act shall not be a breach of this Agreement.

H. Severability. Should any court of competent jurisdiction declare any provision of this Agreement invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

I. Entire Agreement. The complete understanding between the Parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this Agreement will not be effective unless in writing signed by the Parties hereto or by their authorized representatives.

J. Drug Free Work Place. If applicable, Auctioneer agrees to abide by all requirements set forth in Tennessee Code Annotated, Section 50-9-113, by establishing a drug free workplace program.

K. Employment Practices. Auctioneer shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. Auctioneer, if applicable, agrees to execute the Fair Employment Affidavit included in this Agreement evidencing Auctioneer's compliance of this policy.

L. Employment of Illegal Immigrants. The Auctioneer shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Agreement and may lead to civil penalties and debarment or suspension from being a Auctioneer or subcontractor under contracts with Williamson County.

M. Independent Contractor Relationship. Auctioneer shall be an independent contractor retained by Williamson County solely for the purpose of providing the Services and Work under this Agreement. Auctioneer agrees that there is no employer/employee relationship or agency relationship between the parties and as such, Auctioneer shall not be entitled to any employee benefits, including but not limited to retirement benefits, health insurance coverage or other insurance coverage as a result of the Services performed under this Agreement. Auctioneer agrees that the Auctioneer is solely responsible for payment of any and all taxes Auctioneer may incur as a result of this Agreement. Williamson County shall not be responsible for deducting and paying Social Security Taxes, Unemployment Taxes, or withholding Federal Income Taxes.

N. Authority of a Governmental Entity. Williamson County cannot agree to any terms which limit its rights or opportunities to legal recourse in a court of competent jurisdiction, including but not limited to, modification of the statute of limitations or binding arbitration. To limit the legal rights of Williamson County granted by constitution or statute may require legislation by the Williamson County Board of Commissioners and/or the Tennessee State Legislature. Any limitation described in this paragraph included in this Agreement or any other document provided by for the Auctioneer is void.

O. Maintenance of Records. Auctioneer shall maintain documentation for all charges against Williamson County. The books, records and documents of the Auctioneer, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of 3 full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice, by Williamson County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

P. Anti-Deficiency Clause. Nothing contained in this Agreement shall be construed as binding Williamson County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Agreement, or as involving Williamson County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

Q. Time is of the essence. Since this Project is funded by public money, the parties agree that time is of the essence for the satisfactory completion of all Services and Work within the time limitations defined by the County. Failure to complete the Services or Work within the time limitations shall subject the Auctioneer to reduction of the Fee paid to Auctioneer. This section does not limit any other remedy available to the County.

R. Headings. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.

S. Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by Auctioneer and then by the authorized representatives of the Williamson County government and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date first written above.

LAST ITEM ON PAGE

AFFIDAVITS AND SIGNATURE PAGE FOLLOWS

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ County of _____

Fair Employment Practices Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he is familiar with the employment policies of the Auctioneer and is the _____ of Auctioneer. Affiant states that by Auctioneer's employment policy, standards, and practices the Auctioneer does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Auctioneer is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And Further Affiant sayeth not:

By: _____ Title: _____

Address: _____

Sworn to and subscribed before me on this _____ day of _____,
200____.

Notary Public
My commission expires: _____

Ethical Standards Affidavit

State of Tennessee

County of Williamson County

Ethical Standards Affidavit. After first being duly sworn according to law, the undersigned ("Affiant") states that he/she has the legal authority to swear to this on behalf of _____, ("Auctioneer") that no part of any other governmental monies provided for the services or products contemplated in this Agreement which was received from the State of Tennessee or Williamson County shall be paid directly to an employee or official of the State of Tennessee or Williamson County as wages, compensation, or gifts in exchange for acting as a Auctioneer, officer, agent, employee, subcontractor, or consultant to the County or the Auctioneer in connection with any Services or Work contemplated or performed relative to this Agreement. Affiant and Auctioneer further swears that no Federal, State, or County appropriated funds have been paid or will be paid, by or on behalf of the Auctioneer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any employee of the State of Tennessee, or employee of Williamson County in connection with the awarding of any Federal, State, or County contract, the making or awarding of any government grant, the making of any government loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or County contract, grant, loan, or cooperative agreement.

Affiant

By: _____

Title: _____

State of Tennessee
County of Williamson

Before me, the undersigned, a Notary public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the authorizing representative of _____, and that he/she as such authorizing representative executed the foregoing instrument for the purpose therein contained, by signing his/her name on behalf of _____.

WITNESS my hand and seal, at office in Franklin, Tennessee, this ____ day of _____, 2009.

Notary Public

My Commission Expires:

IMMIGRATION ATTESTATION AFFIDAVIT

ATTESTATION REGARDING PERSONNEL USED BY AUCTIONEER IN THE PERFORMANCE OF THIS AGREEMENT

SUBJECT AGREEMENT NUMBER:	
AUCTIONEER'S LEGAL ENTITY NAME:	
AUCTIONEER'S LICENSE NUMBER:	

The Auctioneer, identified above, does hereby attest, certify, warrant, and assure that the Auctioneer shall not knowingly utilize the services of an illegal immigrant in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of any Services or Work under this Agreement.

**SIGNATURE &
DATE:**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Auctioneer. If said individual is not the chief executive, member, owner, or president, this document shall attach evidence showing the individual's authority to contractually bind the Auctioneer.

INDEPENDENT CONTRACTOR ACKNOWLEDGMENT

I acknowledge and agree that I am an independent contractor retained by Williamson County solely for the purpose of providing auction services and that I will be paid a flat stipend for such services, per auction. I understand that there is no employer/employee relationship or agency relationship between the parties. I understand that I am not entitled to any employee benefits, including but not limited to retirement benefits, health insurance coverage or other insurance coverage as a result of the work performed under this agreement. I understand that I am responsible for payment of any and all taxes I may incur as a result of this agreement. Williamson County shall not be responsible for deducting and paying Social Security Taxes, Unemployment Taxes, or withholding Federal Income Taxes.

This ____ day of _____, 2009.

STATE OF _____
COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

WILLIAMSON COUNTY:

County Mayor

Purchasing Agent:

RECOMMENDED:
Department Head

Department:

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO INSURANCE:

Department of Risk Management

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

FILED IN THE OFFICE OF THE WILLIAMSON COUNTY MAYOR:

Date: _____

AUCTIONEER:

By: _____

Title:

Sworn to and subscribed to before me, a Notary Public, this ____ day of _____, 200____, by _____, the _____ of Auctioneer and duly authorized to execute this instrument on Auctioneer's behalf.

Notary Public
My Commission Expires

TENNESSEE DEPARTMENT OF REVENUE
VEHICLE SERVICES DIVISION



AUTHORIZATION FOR THE SALE OF AN EMERGENCY VEHICLE
Form RV-F1313901--SIDE B

If requesting emergency plates use Side A

**Complete this side only when transferring ownership of any government
owned emergency vehicle to any other individual or entity.**

**Physical possession of the vehicle CANNOT be transferred until this form
is completed and processed by the appropriate County Clerk's Office**

SECTION 1. SELLER AND PURCHASER INFORMATION

NAME OF SELLER _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ TELEPHONE _____

NAME OF PURCHASER _____

RESIDENTIAL ADDRESS _____

CITY _____ STATE _____ ZIP _____ TELEPHONE _____

MAILING ADDRESS _____
(If different from above)

SECTION 2. VEHICLE INFORMATION (COMPLETE AS MUCH INFORMATION AS POSSIBLE)

MAKE _____ YEAR _____ VIN _____

CIRCLE TYPE: FIRE APPARATUS AMBULANCE POLICE VEHICLE OTHER _____

IS VEHICLE BEING SOLD FOR SALVAGE _____

WILL VEHICLE BE REGISTERED OUT OF STATE _____ IF SO, WHICH STATE _____

SECTION 3. REQUIRED DOCUMENTATION (Tenn. Code. Ann. § 55-2-103)

THE FOLLOWING MUST BE SUBMITTED WITH THIS FORM BEFORE A CERTIFICATE OF TITLE IS ISSUED FOR
THIS VEHICLE:

Bill of Sale

MSO or Certificate of Title

Payment Method (Cash, Check, Lien)

Name and Bona Fide Address of Purchaser

Copy of Driver License of Individual or Agent Authorized to Purchase Vehicle

SECTION 4. CERTIFICATION

UNDER PENALTIES OF PERJURY, I HEREBY CERTIFY THIS INFORMATION IS CORRECT TO THE BEST OF MY
KNOWLEDGE.

SIGNATURE OF PERSON COMPLETING FORM _____ DATE _____

SECTION 5. APPROVAL

THIS AUTHORIZATION FORM HAS BEEN ____ APPROVED ____ DENIED

SIGNATURE OF COUNTY CLERK/DESIGNEE _____ (Tenn. Code Ann. § 55-2-107)
DATE _____

Business Tax and License Affidavit

Business Tax and License Affidavit. The undersigned, ("Affiant"), states that he/she has the legal authority to swear to this on behalf of _____, ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, Section, 5-14-108(l)* which provides that "(n)o purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent." Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ (County), Tennessee.

Affiant

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____